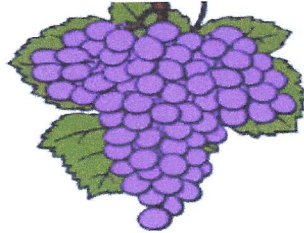


Instrument # 977714  
Bonner County, Sandpoint, Idaho  
03/04/2021 12:50:33 PM No. of Pages: 9  
Recorded for: VINEYARDS TOWNHOMES AT STONERIDGE ASSN  
Michael W. Rosedale Fee: \$34.00  
Ex-Officio Recorder Deputy *CB*  
Index to: MISC



## **The Vineyards Townhomes at StoneRidge**

### **Penalty Policy, Procedure and Fine Schedule**

**APPROVED BY BOARD OF DIRECTORS – OCTOBER 23, 2020**

#### **INTRODUCTION**

The Vineyards Homeowners Association Board of Directors ("Board") has determined it to be in the best interest of the Association to establish a uniform and systematic procedure for handling Unit Owners who have become non-compliant with the Governing Documents of the Association

The "Governing Documents" (Idaho State Law, the SPOA and Vineyards at Stoneridge Covenants, Conditions and Restrictions CC&Rs, By-Laws, Architectural Review Committee Guidelines and Policies), outline the standards for the use, conduct, maintenance and architecture in the Vineyards community. They also serve as the tools the Board and its representative committees use to establish and enforce policies designed to benefit the community as a whole.

Idaho Law takes precedence over SPOA and the Vineyards HOA "... in all incidents of conflict, inconsistency, or incongruity". (SPOA CC&R, Sec. I "Definitions", page 3 (7/2/2003)). The **specific** provisions of responsibility to maintain, repair and replace stated in the Vineyards at Stoneridge CC&R's, By-Laws, and Architectural Review Committee Guidelines and Policies, shall take precedence over the SPOA CC&Rs (Sec. 1 "Definitions", page 4).

The Board of Directors of Vineyards at Stoneridge Homeowners Association ("Stoneridge HOA") are elected volunteers who represent the Homeowners of the Vineyards community. The Stoneridge HOA Board members are homeowners in

## **Penalty Policy, Procedure and Fine Schedule**

10/23/2020

Page 2

the community, and they are entrusted with maintaining and enforcing the standards and rules set forth in the Governing Documents.

When purchasing units in the Vineyards at Stoneridge community, all Owners agree to take responsibility for compliance with the Governing Documents. Owners also agree to take responsibility for violations of the Governing Documents by any and all occupants (includes renters) of their Lot/Unit, invitees, guests and contractors who the Owner authorizes to enter the community. The Board and management company staff trust that all residents will uphold the established standards and rules contained in the Governing Documents.

Using the prescribed Governing Documents as its basis and guide, the following Vineyards at Stoneridge Fine Policy and Schedule will henceforth be utilized by the Vineyards at Stoneridge Home Owners Association.

Should violations of the Governing Documents occur or be repeated, the Fine Policy and Schedule outlines the process to be followed by the Board relative to the sanctions it may impose and the appeal process an Owner may follow. The Board's enforcement of violations will be consistently applied; however, there can never be a "one-size-fits-all" Fine policy.

The Board of Directors reserves the right to deviate from the fine amounts set forth herein if, after a hearing on the matter, the Board finds good cause to lower the amount of the fine levied in a particular case. Accordingly, nothing in this precludes the Board from exercising, in its sole discretion, any remedy the Board deems appropriate based on the totality of the circumstances. This includes turning a matter over to the Association's legal counsel.

The purpose of fines is not to collect money, but to remedy a violation without going to court. Fines are designed to cover the administrative costs of recovery for noncompliance. The Board of Directors shall consider the fines set forth in this Policy to constitute damages sustained by the Association, and are intended to compensate the Association for the Administrative burden of addressing the violation and the adverse impact of the violation on the community. Unspent

## **Penalty Policy, Procedure and Fine Schedule**

10/23/2020

Page 3

portions of fines/liens collected under the provisions of this policy will remain in the Operating Budget under "Administrative Costs" for future use in offsetting Association administrative expenses.

### **POLICY**

In Idaho, authority for HOAs to impose fines requires that provisions be published in the Community Covenants, Conditions, and Restrictions (VY CC&Rs p. 29, #24).

A majority vote by the Board shall be required prior to imposing any fine on a Homeowner for a violation of any covenants and restrictions pursuant to the rules and regulations of the homeowner's association (Idaho 55-115, (2) (a)).

Written notice by personal service or certified mail of the meeting during which the vote is to be taken shall be made to the Homeowner at least thirty (30) days prior to the meeting (Idaho 55-115, (2) (b)). The notice must identify the infraction and allow the owner 30 days to respond or fix the problem, as well as the meeting date, time and location at which the Board may vote on levying a fine.

In the event the Homeowner begins resolving the violation within the 30-day notice period, no fine shall be imposed as long as the Homeowner continues to address the violation in good faith until fully resolved (Idaho 55-115, (2) (c)). The fine may be reinstated if the homeowner stops taking steps toward resolution or fails to resolve the issue entirely.

NOW, THEREFORE, The Board hereby adopts the following procedures to administer the Vineyards at Stoneridge Fine Policy and Schedule (the "Policy") to address and correct/resolve violations of the Governing Documents



## Penalty Policy, Procedure and Fine Schedule

10/23/2020

Page 4

### PROCEDURES

#### **1: Notice of Violation:**

Upon receipt of a written complaint or if discovered during a routine inspection of the Community of any alleged violation of the Governing Documents by a Homeowner, his or her tenant, guests or family members, the Board shall issue an initial 1<sup>st</sup> notice (the **1<sup>st</sup> Notice**"), as well as a correction response form (the **"Response Form"**) by certified mail to the address of the Unit or, if different, to a mailing address provided by the Unit's Owner to the Association.

The 1<sup>st</sup> Notice shall include written details of the alleged violation, *including the applicable provisions of the Governing Documents that form the basis of the violation*, a 30-day notice of meeting date, time and location at which the violation will be reviewed, and the amount of any fine to be voted upon and imposed as a result of failure to correct/resolve the violation.

#### **2: Owner Response:**

Upon receipt of the 1<sup>st</sup> Notice, the violating Homeowner ("**Violator**") shall have **fifteen (15) days** in which to respond to the Board, identifying the corrective action(s) to be taken to correct/resolve the violation, or request a hearing before the Board or its designee.

#### **3: Hearing Notice:**

If the Violator fails to return the Response Form or to take any corrective action within the timeframe specified in the 1<sup>st</sup> Notice, then the Board shall send the Violator a notice of hearing ("**Hearing Notice**"), which shall include the same information as the 1<sup>st</sup> Notice and shall also notify the Violator of the date, time, and location for a hearing on the violation ("**Hearing**"). Upon receipt of a Hearing Notice, the Violator must take one (1) of the following actions:

- a. **Correct/resolve the violation.** Notify the Board in writing prior to the Hearing that the violation has been cured, and identify what corrective actions were taken;

## Penalty Policy, Procedure and Fine Schedule

10/23/2020

Page 5

- b. **Attend the Hearing.** Any Violator shall be subject to the Hearing Procedures set forth below. If the Violator does not attend the Hearing after proper notice and does not provide any other information to the Board regarding the violation, the Board may make a decision on the violation based on the information in its possession, despite the Violator's absence at the Hearing; or
- c. **Pay the fine.** Payment of the fine does not cure any violation, and fines will continue to accrue without further notice or an opportunity to be heard in accordance with Paragraph 8 below.

A Homeowner may also be called to an immediate hearing if actions that occur are deemed a Health, Safety or Welfare violation of the Owners or other residents within the Community. **Fifteen days** of uncollected pet feces/urination accumulations in common and limited common areas will fall into this category. Additionally, construction material and/or debris left on the streets of the Association for more than a period of forty-eight (48) hours will be deemed a Health, Safety or Welfare violation due to the hazard, and the Homeowner will be called to an immediate hearing.

### **4. Hearing Procedures:**

If the Violator chooses to attend the Hearing, he or she may present any evidence regarding the violation, including testimony of witnesses. In addition, the Violator may be represented by legal counsel at such Violator's sole cost and expense. The Board or its designee shall have the right to limit the time of the Hearing, and to limit the time in which any evidence may be presented. The Violator shall receive a written decision regarding the outcome of the Hearing within **fifteen (15) days** of the Hearing Outcome ("**Hearing Outcome Letter**"). A member of the Board shall not participate in any hearing or cast any vote relating to a fine imposed if such Board member has not paid all assessments that are due to the association by that Board member. If a Board member participates in a hearing or casts a vote in violation of this Paragraph 4, then any action taken at the hearing or any vote cast shall be void.

## Penalty Policy, Procedure and Fine Schedule

10/23/2020

Page 6

### 5. Hearing Outcome Letter:

Upon a majority decision of the Board or its designee, the Violator shall receive a Hearing Outcome Letter informing the Violator of one (1) of the following:

- a. That no violation exists;
- b. That a violation does exist, impose a timeframe within which the violation must be corrected or else be deemed a continuing violation as set forth in Paragraph 8 below, and impose one (1) or more of the following penalties:
  - 1) Impose a fine according to the established "**Fine Schedule**" (attached herein) or any other amount set forth in the Governing Documents identified above. Notwithstanding the foregoing, the Board or its designee may impose greater fines for any violations that pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or the residents within the Community; provided; however, that the fine amount must be commensurate with the severity of the violation.
  - 2) Be given additional time to cure the violation.
  - 3) Any other legal or equitable remedies available to the Association for the violation.

### 6. Right to Appeal:

The Board may appoint a committee to hold a hearing and impose fines if the Governing Documents of the Association so provide. If the Board appoints a committee ("**Committee**"), the Violator shall have a right to appeal the decision of the Committee to the Board in accordance with the following procedure:

- a. Within **fifteen (15) days** from the date of the Hearing Outcome Letter, the Violator must submit a written appeal to the Board, providing specific details as to why the decision of the Committee should be overturned.
- b. The Board may or may not ask the Violator to attend a meeting to discuss the appeal.



## **Penalty Policy, Procedure and Fine Schedule**

10/23/2020

Page7

- c. If the Violator submits an appeal within the timeframe set forth in this paragraph, the time period of taking any further action on the violation by the Association, such as imposing additional fines for the continuing violations as set forth in Paragraph 7, shall be stayed until a decision has been made by the Board on the appeal.
- d. If there is no Committee, there shall be no appeal process.

### **7. Additional Fines for Continuing Violation:**

Subject to Paragraph 4 above, if a Violator is notified in the Hearing Outcome Letter that a violation does exist, then such Violator must correct/resolve the violation within ***fifteen (15) days*** or any other timeframe determined by the Board in its sole and absolute discretion. If the Violator fails to correct/resolve the violation within the foregoing timeframe, then the violation shall be deemed a continuing violation and the Board shall assess an additional fine of up to One Hundred Dollars (\$100.00) for each violation for every seven (7) days or portion thereof that the violation remains unresolved without further notice of a hearing. If the violation is one that has been deemed to pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or the residents within the Community, then the additional fine imposed shall be consistent with the initial fine imposed.

### **8. Other Penalties for Non-Compliance with Decision of Board or Committee:**

If, after the Hearing, the Violator refuses to abide by the decision imposed by the Board or its designee, the Association may, without further notice, elect to compel compliance with such decision as provided for in the Governing Documents, including, but not limited to, recording a lien against the Violator's Unit in the Community for the failure to pay any monetary penalty imposed.

### **9. Costs Incurred for Non-Compliance Violation:**

The Association shall have the right to assess any and all costs incurred by the Association for exercising its right of enforcement, including, without limitation, all costs to correct/remedy the violations, administrative costs and attorney's fees, exclusively against the Owner (Idaho 55-115, (2) (e)). Administrative Costs

**Penalty Policy, Procedure and Fine Schedule**

10/23/2020

Page 8

include, but are not limited to, letters, envelopes, postage, copies, photos (if applicable), and other actual costs incurred in executing its notice and hearing procedures for imposing fines, as stated in current policies relative to violations of the Governing Documents.

IT IS FURTHER RESOLVED that the officers of the Association are, and any of them is, hereby authorized and directed to take all actions, including the execution of all documents that the officers deem necessary or advisable in order to carry out the purpose and intent of the foregoing Policy and Procedures, and any such acts taken prior to the adoption of these Policies and Procedures in connection herewith are hereby ratified and approved as acts and deeds of the Association.

**SCHEDULE OF FINES**  
**ATTACHED - EXHIBIT A**

VINEYARDS AT STONERIDGE - PENALTY POLICY, PROCEDURE AND FINE SCHEDULE  
EXHIBIT A: FINE SCHEDULE

<u>VIOLATION</u>	<u>NOTIFICATION</u>	<u>RESOLVE BY</u>	<u>1st FINE</u>	<u>2nd FINE</u>	<u>ADDITIONAL</u>
<b><u>CC&amp;R VIOLATIONS</u></b>					
Pets	30-day letter	15 days	\$25 Due in 30 days	\$50 Due in 60 Days	90-day review
Parking / Unauthorized Vehicles	"	"	\$25 Due in 30 days	\$50 Due in 60 Days	90-day review
Other*	"	"	\$50 Due in 30 days	\$100 Due in 60 Days	90-day review
*Examples: Decks, railings, a/c units, storage boxes left out, trash and all the other items that come up from time to time for which maintenance/repair notices have already been sent.					
<b><u>ARC Non-compliance</u></b>					
General*	"	"	\$50 Due in 30 days	\$100 Due in 60 Days	90-day review
Unauthorized Ext. Modification	"	"	\$200 Due in 30 days	\$400 Due in 60 Days	90-day review

At the 90-day Review, a hearing will be held with the property owner. After the hearing, the Board will vote to either impose the fine or vote to resolve the matter, based on what transpires at the hearing (e.g., owner requires additional time to correct the matter, an alternative agreement is reached).

The 90-day Review process will follow Governing Document protocols as identified in Paragraph 2 of the INTRODUCTION herein.



VERIFICATION

On this 26<sup>th</sup> day of October, 2020, being first duly sworn, Renee' Ball states upon oath: That Renee' Ball is the President of Vineyards Townhomes at Stoneridge Association, Inc., an Idaho Corporation, and Chairperson of the Board of Directors of the Association, has executed this document on 26<sup>th</sup> day of October, 2020 which is the date the same were adopted and became effective by unanimous consent of all of the Directors

Renee Ball

Authorized Board Member of VYTHOA, Inc. - President

CERTIFICATE OF VERIFICATION

STATE OF IDAHO )  
 ) ss.  
County of Kootenai ) )

Stephanie Givens, a Notary Public, do hereby certify that on this 26 day of October, 2020, personally appeared before me Janine Wilson, being by me first duly sworn, declared that Renee' Ball is the President of Vineyards Townhomes at Stoneridge Association, Inc., that Renee' Ball signed the foregoing document as the President of the Corporation, and that the statements therein contained are true.

SG



Stephanie Givens

NOTARY PUBLIC FOR IDAHO

Residing at Hayden

My Commission Expires 5-28-2026

